

## **EXHIBIT 2**

**FIVE-DAY NOTICE TO PERFORM LEASE CONDITION OR QUIT**  
(NRS 40.2516)

TO: JOHN DOGBE & ALBERTA DOGBE  
 Tenant(s) Name(s)  
 7711 SKYVISTA PARKWAY, #3814  
 Address  
 RENO, NV 89506  
 City, State, Zip Code  
 252-375-4912  
 Telephone Number  
 DOGBE.FAMILY@GMAIL.COM  
 Email Address

FROM: THE LAKES AT LEMMON VALLEY  
 Landlord's Name  
 7711 SKY VISTA PARKWAY  
 Address  
 RENO, NV 89506  
 City, State, Zip Code  
 775-737-4561  
 Telephone Number  
 MANAGER@THELAKESRENO.COM  
 Email Address

Date of Service: 07/05/2023

PLEASE TAKE NOTICE that you have neglected or failed to perform a condition or covenant of your lease or rental agreement as follows (describe in detail lease violation(s) alleged, with citation to each applicable page and paragraph of lease): On Saturday, July 1, 2023, the tenants named in this notice reserved the Cluhhouse Juice Bar to hold a family event on the owner's property. Lack of sufficient management and crowd control with tenants and their guest and failure to keep guests contained inside the reserved space as agreed resulted in premature closure of the event. Following the event closure, staff was confronted and assaulted verbally by Alberta DOGBE and a guest of the tenants' party. Section 1 of the Conduct Clause to the tenant Policy Agreement was violated.

☒ Check if attaching continuation sheet

You must either vacate the premises or correct the violations described above no later than five (5) judicial days<sup>1</sup> following the Date of Service of this notice. If you do not comply with this notice, your possession of the premises will be unlawful (called "unlawful detainer") and your landlord may initiate an eviction against you by either serving you with a (1) Five-Day Notice to Quit for Unlawful Detainer or (2) a Summons and Complaint for Unlawful Detainer. If the court determines that you are guilty of an unlawful detainer, the court may issue a summary order for your removal or an order providing for your nonadmittance, directing the sheriff to remove you not earlier than twenty-four (24) hours but not later than thirty-six (36) hours after posting the order.

If you fail to vacate the premises by 07/17/2023 or fail to cure all the above-listed violations by N/A, you will be guilty of an unlawful detainer (unlawful possession), and I may start an eviction proceeding against you. Alternatively, you are not given this right to cure because the violations are not curable. Explain why violations are not curable: Management received a resident letter providing an eye-witness statement to the gravity and extent to which Alberta Dogbe verbally assaulted the company Leasing Agent. The statement indicates that aggressive and vulgar language was directed to the Leasing Agent, words such as "bitch" and "cunt". The allegations go on to state that Mrs. Dogbe was trying to get in the Leasing Agent's space, to the point that the tenant's guests had to physically restrain the tenant.

Pursuant to NRS 118A.390, you may seek relief if a landlord unlawfully removes you from the premises or excludes you by blocking or attempting to block your entry upon the premises or willfully interrupts or causes or permits the interruption of an essential service required by the rental agreement or chapter 118A of the Nevada Revised Statutes.

<sup>1</sup> Judicial days do not include the date of service, weekends, or certain legal holidays.

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(page 2 – John and Alberta Dogbe) – (continued)

Tenant and guest arguments were raised after Management insisted that John Dogbe shut down the event. The arguments raised revolved around the tenant and their guests' asserting rights to access that were never implied or granted. Section 20 of the Tenant Lease – Amenities reads as follows, Washing Machines or other equipment, if any, are furnished by Lessor for the convenience of the Lessee(s) and are not to be construed in any manner as a part of the rental paid by the Lessee(s). The swimming pool(s), recreational and any other service facilities, if any, on the premises are for the use of the Lessee(s) only, at the discretion of Lessor. Nothing herein contained shall be construed to require Lessor, during the term of this Agreement, to keep said swimming pool and/or other facilities in a condition for use by Lessee(s), and the time and manner of use or the closing, temporarily or permanently, of said pool and/or facilities shall be at the sole discretion of Lessor and in accordance with the rules and regulations issued by Lessor. Any breach of said rules and regulations shall constitute a breach hereof. Management asserts that the tenants and their guests were in violation of Section 20 of the tenant lease agreement. Because you pay your rent does not constitute a right to access the Amenities on this private property. Said access is discretionary and privileged.

Management declares that the tenant, specifically Mrs. Alberta Dogbe, is in violation of Section 1 of the Policy Agreement – Conduct clause – which states that All activities and conduct of Lessee(s), their family, children and guests in and around the premises and common areas must be reasonable and not interfere with the peace, comfort, and quiet enjoyment of other residents and management personnel. Failure to contain guests inside the reserved Juice Bar and Mrs. Dogbe's verbal attack on staff was a clear violation of the Conduct Clause to the Tenant Lease Agreement.

Furthermore, 13(c) – Default of Lessee(s): Said condition exists If Lessee(s), their guest(s), or other person or persons violates any fire, safety, or criminal laws. From 1:30 PM – 3:00 the tenant was approached, asked, and then admonished for failure to control his crowd; failure to keep his guests contained within the reserved space, namely the Juice Bar, and to not allow his guests access to the patio area so that we remain in compliance with the applicable Fire, Safety, and Occupancy codes for the area. Both the Assistant Manager and Leasing Agent had talks with John Dogbe. However, the tenants' guests would not cooperate with the tenant. Said guests continued to congregate outside in the Clubhouse lobby, downstairs halls, and pool patio areas; resulting in the event being shut down due to tenant failure to implement appropriate crowd control measures. Tenant Failure to provide the appropriate crowd control measures constituted a violation of the fire and safety rules in place.

Finally, Section 10 of the tenant lease – Non-Liability – reads as follows: The Lessor is not liable to any Lessee(s), guest, or other person or persons for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or any other crime. Management received multiple verbal complaints from the tenant and their guest. The complaints allege that Management failed to communicate "properly" to the tenant(s) while communicating the violations being committed by the tenant and their guests during the event in the Juice Bar on 7/01/2023. The tenants' acts of crying foul for being admonished for verbally confronting and assaulting staff, requiring restraint by family and friends, and failing to comply with the rules, policies, and procedures governing private property go beyond unacceptable behavior on the part of the tenant(s) and their guest. Management will not allow the insensitivity of any tenant towards Management policy to trump our sensitivity to the safety, security and well-being of staff. Management must enforce the rules fairly and without prejudice and without fear of tenant retaliation, violence, or threat.

Management will not allow any tenants and their guests to exert acts of intimidation and cause hostility in the workplace. For these reasons outlined herein, the Developer has instructed Management to notify the tenant of their Notice to Vacate by or before 07/17/2023.